

**REQUEST FOR QUALIFICATIONS
#800-03-02**

**Pre-Qualified
Consultant Services**

July 1, 2003 through June 30, 2006

**DEPARTMENT OF PERSONNEL ADMINISTRATION
STATE TRAINING CENTER**

REQUEST FOR QUALIFICATIONS
#800-03-01
CONSULTANT SERVICES

May 22, 2003

TO: ALL INTERESTED PARTIES

You are invited to review and respond to this Request for Qualifications (RFQ) #800-03-02 entitled "Pre-Qualified Consultant Services." In submitting, you must comply with the instructions contained in the RFQ.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 201) and Contractor Certification Clauses (CCC 103) which can be downloaded at Internet site www.dgs.ca.gov/contracts. Also, any addenda to the RFQ will be posted on the web site for the Department of Personnel Administration (DPA) at <http://www.dpa.ca.gov/tcid/rfq/rfq800-03-02.htm>. The responsibility for viewing any addenda to the RFQ resides solely with the bidder. If you do not have Internet access, a hard copy can be provided by contacting the following:

Department of Personnel Administration
Contracts Management Unit
Bidder's Line
(916) 445-9007

Please note that no oral information given will be binding upon the State unless such information is issued in writing as an official addendum to this RFQ.

Table of Contents

I.	Purpose and Description on Services.....	Page 2
II.	Minimum Qualifications for Bidder's.....	Page 3
III.	Bid Requirements and Information.....	Page 3
	Time Schedule	
	Optional Bidder's Conference	
	Reasonable Accommodations	
	Required Documents	
IV.	Bid Submission.....	Page 7
V.	Bid Evaluation	Page 9
VI.	Award & Protests.....	Page 11
VII.	Disposition of Bids.....	Page 11
VIII.	Removal from Pre-Qualified Bidders' List	Page 11
IX.	Preference Programs/Small Business Preference.....	Page 12
X.	Sample Agreement.....	Page 13
XI.	Bidder's Checklist.....	Page 20

FORMS FOR SUBMITTING THE BID

Attachment A.....	Signature Authorization
Attachment B/C	Consulting Work Experience
Attachment B/T.....	Training Work Experience
Attachment B/T1	Course Outline
Attachment B/F.....	Facilitation Work Experience
Attachment B/S	Speaking Work Experience
Attachment C.....	Education & Training
Attachment D.....	RFQ Method of Approach
Attachment E.....	RFQ Hourly Rate
Attachment F.....	Payee Data Record (Standard 204)
Attachment G.....	RFQ Topic List
Attachment H.....	Areas of Expertise/Preference
Attachment I.....	CCC103 Certification Contractor Clause

**REQUEST FOR QUALIFICATIONS
PRE-QUALIFIED CONSULTANT SERVICES
July 1, 2003 through June 30, 2006
Pre-Qualified Bidders' List**

I. PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this Request for Qualifications (RFQ) is to establish a Pre-Qualified Bidders' List of highly skilled, experienced individuals to serve as consultants/trainers/facilitators/speakers to state agencies. Bidders will be evaluated on their education, experience, method of approach and hourly rate as identified in their responses (See Section V - Bid Evaluation). After all evaluations are completed, the qualifying bids for each topic will be placed on a Pre-Qualified Bidders' List. ***Placement on the Pre-Qualified Bidders' List is not a guarantee of any work to any bidder placed on the list.***

The State Training Center (STC) intends to augment this pool of talent by accepting bids on an ongoing basis from companies that are not currently on the Fiscal Year 2003 through 2006 Pre-Qualified Bidders' List. It is the intention of the STC to evaluate and add eligible and qualified bids submitted during any given quarter (e.g., on or about September 15, December 15, March 15, and June 15). All bids will remain in effect until June 30, 2006.

Bidders who are responsive to meeting the requirements of this RFQ may be called upon for their services. When a state (client) agency requests consultant/trainer/facilitator/speaker services, the STC and the client agency will determine the specific scope of work including time frames, applicable topic, and an approximate project budget (contracts, including amendments, are limited to \$100,000 per project). The STC will provide the client agency with the names of at least seven (7) randomly selected pre-qualified consultants, if available, from the Pre-Qualified Bidders' List that match their requested needs. The recommendations will be based on information and criteria provided by the requesting client agency. The client agency will request project-specific bids, and will review the specific bidder's bids, conduct interviews, and select a referred bidder based on experience, education, cost, small business preference, and the bidder's proposed approach to the specific scope of work.

During the referral and selection phase, STC will monitor and ensure that the client agency maintains a minimum of three competitive bids from prospective pre-qualified consultants. After completion of the evaluation process with the client agency, a Three-Party Contract (Agreement) will be awarded to the winning bidder. The contract will be awarded for one year with the option to extend for an additional two years. The maximum term of a contract is three years. Client agencies may extend the contract beyond June 30, 2006, if necessary to complete a project.

The Client Agency will reimburse the Contractor, in accordance with the Contractor's proposal, for necessary travel and per diem at rates not to exceed those applicable to non-represented State employees under current prevailing Department of Personnel Administration rules and regulations (DPA Laws and Rules 599.619). If the Client Agency is unable to obtain airline tickets at the State rate in ample time to meet a schedule date, the Contractor is required to purchase the least expensive airfare available which meets the time schedule of the Contractor.

II MINIMUM QUALIFICATIONS FOR BIDDERS

The Bidder must have at least 400 hours of qualifying experience within the past five years for each RFQ topic upon which a bid is submitted (as identified on Attachment G) or the bid may be rejected. The Bidder must submit the required documents based on their education, training and expertise. For qualifying experience, refer to Attachments B/C through B/S and Attachments C and D, of this RFQ.

III BID REQUIREMENTS AND INFORMATION

The following outlines important dates and times by which the listed actions must be taken or completed. All bidders are hereby advised of the following schedule and will be expected to adhere to required dates and times.

1. Time Schedule

Key Dates

RFQ Advertised in the "Contracts Register"	May 22, 2003
Optional Bidders' Conference (Kern/Colorado Room)	June 9, 2003
Final date for Bid Submission	June 12, 2003 (5:00 p.m. PST)
Bid Evaluations	June 13 – 26, 2003
Notice of Pre-Qualified Bidders' List	June 27, 2003
Effective date of the Pre-Qualified Bidders' List	July 1, 2003

2. Optional Bidders Conference

An optional bidders' conference will be held at 1:00 p.m., Pacific Standard Time (PST), on June 9, 2003, for the purpose of discussing this RFQ and to explain the mandatory requirements of this RFQ. The bidders' conference will be held at:

**Department of Personnel Administration
State Training Center
1515 S Street, Suite 108, North Building
Sacramento, California 95814-7243**

Questions regarding this RFQ may be submitted in advance of the bidder's conference by submitting them in writing to the DPA at the above address or by faxing them to (916) 322-4755 by 11:00 a.m. no later than June 9, 2003. Written questions, faxed or mailed, must be forwarded to the attention of Ms. Teresita Madani. Questions may also be submitted verbally or in writing during the bidders' conference. No questions will be accepted after the close of the bidders' conference. The RFQ package is also available through the DPA's web site at <http://www.dpa.ca.gov/tcid/rfq/rfq800-03-02.htm>.

Note: Any addenda to the RFQ, including a transcript of the questions and answers from the bidders' conference will be posted on the above DPA web site. **The responsibility for reviewing any addenda to the RFQ resides solely with the bidder.**

3. Reasonable Accommodation

For bidders who need assistance during the bidders' conference due to a physical impairment, a reasonable accommodation will be provided by the STC upon request. The bidder must call Ms. Leda DeAngelis, DPA, Contracts Management Unit, at (916) 324-0519, no later than the fifth working day prior to June 9, 2003, to arrange for a reasonable accommodation.

4. Required Documents

This section describes how to complete the necessary attached forms that will be used to evaluate your bid. Care should be taken to complete each form accurately. Bidders may copy bid forms or produce computer generated facsimiles. Forms must be typed or computer printed. No handwritten bids will be accepted. Information identifying the bidder is requested at the top of each form. The bidder is the individual or other legal entity (company, partnership or corporation) bidding on this RFQ. In most cases, the bidder will be performing all of the work. However, if the bidder is proposing to use other consultants (partner, employee, or subcontractor), the forms identified in Section IV, Number 7, must also be submitted. See attachments.

INSTRUCTIONS FOR COMPLETION OF ATTACHMENTS:

Signature Authorization – Attachment A

1. *Bidder/Company Name:* When an Agreement is executed; the STC will refer to the contractor by name as indicated on the Bidder/Company Name Line (e.g., Smith Consulting, a corporation).
2. *Signature:* The signature should be of the person in the bidding company who can legally bind the company in an Agreement. If the Bidder is an individual, that individual should sign.
3. *Tax Identification Number:* Payments under agreements generated through this bidding process will be reported to the federal government by tax identification number. Companies and corporations must use their assigned tax identification number. A Payee Data Record (STD. 204) bearing the original signature must also be submitted as part of the bid package.
4. *Small Business Preference:* Bidders who have been certified by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) should indicate this in the bid response.
5. *Legal Entity:* After the bid process is complete, agreements are written for the selected bidders. In the contract language, the STC will refer to the Contractor by name and entity (e.g. Smith Consulting, a corporation). Corporations must attach copies of the Articles of Incorporation to Attachment A.

Work Experience – Attachment B

The bidder must submit the required documents based on the area of expertise, (e.g., if the bid is for facilitator then Attachment B/F, Facilitation Work Experience, must be completed). For RFQ Minimum Qualifications, see Section II, page 4.

- Consulting Work Experience (Attachment B/C); and/or
- Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1 [instructions below]); and/or
- Facilitation Work Experience (Attachment B/F); and/or
- Speaking Work Experience (Attachment B/S). This attachment used for this topic area only.

Relative to the RFQ topics you bid on, each form should cite all qualifying experience from January 1, 1998, to the present.

If applicable, give a brief description of the service provided to government entities and other clients by category. List only the experience you have in consulting/training/facilitating/speaking services for which you are bidding.

- Indicate the dates and service hours (please note the approximate number of hours for each topic area selected)
- Fill in client's name, contact person, and telephone number
- Complete Course Outline - Attachment B/T1

Course Outline - Attachment B/T1

If you are applying for the training specialty in any of the topics, you must *submit only one* course outline, Attachment B/T1, as an example of your training methodology, logical sequencing of training modules, appropriate use of time, and knowledge and application of adult learning principles.

The course outline should contain the following information:

1. Day/Time: List the day (first, second, etc.) and the time of each activity. The schedule should include a minimum of one 15-minute break in the morning and another in the afternoon, and a 60-minute lunch break.
2. Content/Topic: Fully describe the objectives and the subject matters to be covered during each activity.
3. Process/Method: Describe the process for each activity and the methodology that will be used.
4. Audio-Visual/Materials: List the audio-visual (AV) aids such as transparencies, films, videos, or slides that will be used for each activity. Also list the materials to be used (books, handouts, instruments, copyrighted exercises), including specific titles if known.

Education and Training - Attachment C

Attachment C, Education and Training must be used to list the bidder's college-level education and all training programs attended. If the bidder received a degree, list the type of degree, the major, date completed, and name of school. If no degree, list relevant training, major course(s) of study, credits/hours completed (specify semester hours, quarter hours, or actual hours). If the bidder attended a specialized training program, list the course name, length (in days or hours, as appropriate), providers name, and date completed.

Method of Approach – Attachment D

Choose one area from the RFQ Topic List to describe the presenting need, assessment, methodology, objective(s), action taken, observed outcome, and any other information which demonstrates your knowledge, skills, and ability in providing such services.

USE ONLY ONE PAGE.

RFQ Hourly Rate – Attachment E

1. For any RFQ Hourly Rate that exceeds \$175.00 per hour, STC reserves the right to accept or reject the bid.
2. The RFQ Hourly Rate should include all costs for the services provided except as noted in items 3 and 4 below.
3. The RFQ Hourly Rate **should not** include travel and per diem (meals and/or lodging) expenses. The bidder will be reimbursed for authorized travel and per diem expenses in accordance with the executed Agreement between the client agency and the contractor.

- a) Travel and Per Diem: A contractor may negotiate to be paid for necessary travel and per diem expenses at rates not to exceed those applicable to non-represented State employees under current prevailing DPA rules and regulations (DPA Laws and Rules 599.619). These rates may change at any time without notice.
4. The Contractor Hourly Rate should not include the cost of materials or equipment. The bidder will be reimbursed for such items in accordance with the executed Agreement between the client agency and the contractor.

Payee Data Record – Attachment F

This form must be submitted with the RFQ bid. This form is used at the time the Agreement is executed and can be downloaded at www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

Topic List – Attachment G

Indicate the topic(s) on Attachment G for which you are bidding. Listed below are the topic descriptions.

1. Customer Service

Assist an agency in developing its customer service competency, which may include handling special problems and sensitive issues with customers, such as defusing anger, and/or dealing with upset customers. Provide packaged or customized surveys for organizations to use in measuring customer satisfaction and/or performance levels.

2. Facilitators

Act as a facilitator with a group or team. This may include using techniques for leading discussions, building consensus, evaluating team dynamics, resolving conflicts, generating options and alternatives, and/or problem solving. The facilitator may assist a team leader or chairperson.

3. Leadership

Provide consultation on developing interpersonal and leadership skills in support of strategic management and visionary motivation. Discuss the behaviors that support effective delegation, empowerment, creativity, accountability, and responsibility.

4. Process Improvement

Explain the process improvement methods and tools, and assist staff in applying methods or tools to work processes.

5. Strategic/Operational Planning

Assist the organization in its planning process, including change management. Steps may include establishing vision, mission, and values; identifying strengths and weaknesses, opportunities and threats; identifying customer needs, critical processes, identifying organizational objectives; creating a tracking and review process.

6. Speaker

Services offered are, but not limited to, keynote speaking, supporting the objectives of a meeting, motivational speeches, or customizing a speech to fit the customer needs.

7. Team Building

Assist employees in developing the interpersonal skills needed to work effectively in team or work groups. This may include communication principles, group problem-solving models, meeting management skills, stress management, or dealing with conflict.

8. Team Work

Explain the role, function and interaction of team members, leaders, sponsors, and/or facilitators which may include assisting team members in the application of the principles, techniques and processes of project management.

Area of Expertise – Attachment H

This form must be submitted with the RFQ bid. Completing this document aids STC in its determination of which company can best meet the customers' needs. Please list each additional consultant on a separate form.

Contractor Certification Clause (CCC103) – Attachment I

The bidder must sign and return with an original signature the Contractor Certification Clause (CCC103) Attachment I. Failure to submit the CCC103 with the bid will result in bid being considered non-responsive.

IV. BID SUBMISSION

The requirements of this section are mandatory and failure to comply completely will deem the bid non-responsive. The STC reserves the right to waive any immaterial deviation.

1. Bids should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this RFQ. Omissions, inaccuracies or misstatements may be cause for rejection of a bid.
2. Two copies (one original and one copy) of the bid are required. Facsimile machine (FAX) bids and handwritten bids will not be accepted. The original bid must be marked "ORIGINAL COPY". All documents contained in the original bid package must have original signatures and must be signed by a person/s authorized to bind the proposing firm. All additional bid sets may contain photocopies of the original package.
3. Mail or deliver bids to the DPA's Contract Management Unit (CMU) at the address listed below by 5:00 p.m. Pacific Standard Time (PST), June 12, 2003, in a sealed envelope marked with the RFQ number and title "**Pre-Qualified Consultant Services**", your firm name and address, and marked with "**DO NOT OPEN**", as shown in the following example:

RFQ # 800-03-02
Department of Personnel Administration
Contracts Management Unit
Attention: Leda DeAngelis, Contracts Analyst
1515 S Street, North Building, Suite 400
Sacramento, California 95814-7243

“DO NOT OPEN”

If the bid is made under a fictitious name or business title, the actual legal name of the bidder must be provided. Bidders are cautioned to use the specific address shown to avoid late delivery. It is the responsibility of the bidder to ensure the bid is submitted by the time and date, and to the address specified in the RFQ. **Bids received after the deadline noted in Section III, Key Dates, will not be considered.**

4. All bids shall include the documents identified below under the **Required Checklist** as listed on the Table of Contents of this RFQ. Bids not including the proper **“required attachments”** **shall be deemed non-responsive**. A non-responsive bid is one that does not meet the basic bid requirements.

REQUIRED CHECKLIST

- A. Signature Authorization (Attachment A)
- B. Work Experience:
 - ◆ Consulting Work Experience (Attachment B/C); and/or
 - ◆ Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1); and/or
 - ◆ Facilitation Work Experience (Attachment B/F); and/or
 - ◆ Speaking Work Experience (Attachment B/S). This attachment used for this topic area only.
- C. Education and Training (Attachment C)
- D. RFQ Method of Approach (Attachment D)
- E. RFQ Hourly Rate (Attachment E)
- F. Payee Data Record, Standard 204 (Attachment F)
- G. RFQ Topic List (Attachment G)
- H. Areas of Expertise/Preferences (Attachment H)

If claimed, proof of Small Business Certification

5. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State’s waiver of an immaterial deviation shall in no way modify the RFQ document or excuse the bidder from full compliance with all requirements if placed on the Pre-Qualified Bidders' List.
6. The cost of developing bids are entirely the responsibility of the bidder and shall not be charged to the State of California
7. If the bidder proposes to use employees of the company or a subcontractor, the following forms must be submitted:
- ◆ Consulting Work Experience (Attachment B/C); and/or
 - ◆ Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1); and/or
 - ◆ Facilitation Work Experience (Attachment B/F); and/or
 - ◆ Speaking Work Experience (Attachment B/S). This attachment used for this topic area only.

- ◆ Education and Training (Attachment C)
- ◆ Areas of Expertise/Preferences (Attachment H)

8. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the RFQ, Key Dates. Bid modifications offered in any other manner, oral or written, will not be considered.
9. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
10. The STC may modify the RFQ prior to the date fixed for submission of bids by the issuance of an addendum to all parties that received a bid package.
11. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFQ requirements.
12. The STC does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter bid and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
13. No oral understanding or agreement shall be binding on either party.

V. **BID EVALUATION**

This section describes how the bid and required forms provided in Attachments A through E of this RFQ will be scored. A total of 100 points is possible using a weighted scoring method. The Pre-Qualified Consultant can charge the client agency no more than the RFQ hourly rate. During the referral and selection phase, the contractor may elect to charge a lesser rate when submitting their project cost bid to the client agency.

- A. Bidders who score at least 70 points on a given topic will be placed on a pre-approved list for that topic. Each topic area will be scored according to the following criteria:

1. Work Experience 34 points

Attachments B/C, B/T, and B/F will be evaluated to ensure that at least 400 hours of consulting/training/facilitating experience is listed for each RFQ Topic upon which a bid is submitted. For each Topic bid, the hours of consulting/training/facilitating experience in that RFQ Topic area will be increased by a factor of 2.

The score for consulting/training/facilitating experience will be calculated according to the following formula:

$(2 \times \text{Experience Hours for RFQ Topic bidding on}) + (\text{Hours in any other topic}) = \text{Adjusted Hours}$

$(\text{Adjusted Hours} \times 0.02) - 8 = \text{Score}$

EXAMPLE: If the Bidder has a total of 1,000 hours of experience with 400 of those hours in an RFQ Topic, the hours would be adjusted to 2 X

400 (for that RFQ Topic) + 600 (any other topics) for a total “Adjusted Hours” of 1,400 and a resulting score of 20 for that RFQ Topic.

$$2 \times 400 = 800 + 600 = 1,400 \text{ Adjusted Hours}$$

$$(1,400 \times 0.02) = 28$$

$$28 - 8 = \text{Score of 20 Points}$$

A calculated score will be awarded no more than 34 points for each RFQ Topic bid.

Attachment B/S will be evaluated to ensure that at least 10 speaking engagements have been presented. For RFQ Topics upon which a bid is submitted, points will be awarded according to Speaking Experience in each RFQ Topic area. Submittal of more than 27 speaking engagements will be awarded no more than 34 points for each RFQ Topic upon which a bidder submits a bid.

2. Education and Training..... 18 points

Attachment C will be evaluated on the breadth and extent of the bidder's educational background. The point values of educational degrees vary, however, the maximum number of points possible for a degree is 18. A BA degree can count up to 8 points; a MA degree can count up to 15 points, while a Ph.D. degree can count up to 18 points, depending on the degree in relation to the RFQ Topic(s). Professional education, (e.g., workshops and seminars, certification as an instructor, facilitator, or administrator of an assessment instrument) may be counted for up to 8 points in lieu of an advanced degree. There are no minimum educational requirements but no more than 18 points may be awarded for education and training.

3. RFQ Method of Approach..... 18 points

Attachment D will be evaluated to determine the bidder's understanding and approach pertinent to the RFQ Topic chosen. The awarded score will be applied to all topics identified in RFQ Topic List (Attachment G).

4. RFQ Hourly Rate (Cost Bid).....30 points

Attachment E: The STC reserves the right to accept or reject RFQ Hourly Rates which are higher than \$175.00 per hour. The qualified bidder (one bid per company) with the lowest RFQ Hourly Rate will receive 30 points (100% of the available points for cost). All other RFQ Hourly Rates will be awarded points by:

a) Dividing the lowest bid by each of the higher rates, and

b) Multiplying the resulting ratio by 30. See the following example calculation:

<u>Bids</u>	<u>Low Bid Ratio</u>	<u>Points</u>
\$ 50.00 (lowest bid)		30.0
\$120.00	$50 \div 120 = 42\%$	12.5
\$175.00	$50 \div 175 = 29\%$	8.6

VI. **AWARD AND PROTESTS**

The Notice of Intent to Post the Pre-Qualified Bidders' List will be posted in a public area at the Department of Personnel Administration (DPA) outside the Training Division reception area, Suite 108, on the 1st floor, and near the elevators, outside the reception area on the 4th floor, for five (5) working days prior to finalizing the list.

If any bidder, prior to the posting of the Pre-Qualified Bidders' List, files a protest with the Department of Personnel Administration, Contract Management Unit, 1515 S Street, North Bldg. Suite 400, Sacramento, CA 95814, and the Department of General Services (DGS), Office of Legal Services, 707 3rd Street, 7th Floor, West Sacramento, CA 95605, on the grounds that the protesting bidder would have met the minimum requirements for placement on the Pre-Qualified Bidders' List, had the STC correctly applied the evaluation standards in the RFQ, or if the STC had followed the evaluation and scoring methods in the RFQ, the Pre-qualified Bidders' List for the RFQ Topics affected by the protest will not become final until the protest is withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified and/or registered mail to both noted addresses.

Within five (5) business days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Personnel Administration a full and complete written statement specifying the grounds for the protest. It is suggested that when filing a written initial protest, the bidder should submit the protest by certified or registered mail.

VII. DISPOSITION OF BIDS

Upon bid opening, all documents submitted in response to this RFQ will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State of California cannot prevent a disclosure of public documents. However, the contents of all bids, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's bid, shall be held in the strictest confidence until the "Notice of Pre-Qualified Bidder's List is final.

VIII. REMOVAL FROM THE PRE-QUALIFIED BIDDERS' LIST

If, following placement on the Pre-Qualified Bidders' List, the STC or the client agency may deem the bidder to be negligent (e.g., has not paid taxes, is not a legal entity, submitted a bid without an authorized signature, falsified any information in the bid package, etc.), the STC will notify the bidder in writing of the reason(s) for such determination, and of the proposed removal of such bidder from the Pre-Qualified Bidders' List. The bidder may file an appeal to the STC within ten (10) working days from the date of the STC's notification letter. Submit appeals to:

**Department of Personnel Administration
Pre-Qualified Consultant Services
State Training Center
1515 S Street, North Building, Suite 108
Sacramento, California, 95814-7243**

Upon appeal, the STC shall schedule a hearing for the purpose of affording the bidder an opportunity to present a rebuttal. The Chief of the Training Division, or his/her representative, shall issue a decision in writing within thirty (30) calendar days after the hearing.

IX. PREFERENCE PROGRAMS/SMALL BUSINESS PREFERENCE

Information on Small Business Program (SBE) can be accessed on www.pd.dgs.ca.gov/smbus/default.htm.

Bidders claiming the small business preference may be requested, but not required, to submit a copy of their certification approval letter from the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) with the bid. Failure to provide a copy of the certification approval letter in the bid response is not a material deviation. A bidder may claim the preference if the bidder submits a complete application for certification to the OSDC by 5:00 p.m. on 2003.

A Certified Small Business can claim the five-percent preference when submitting a bid on a state contract. The five-percent preference is used only for computation purposes, to a maximum amount of \$50,000, to determine the winning bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the five-percent preference is awarded to the Small Business for the actual amount of the bid. Questions regarding the preference approval process should be directed to the Procurement Division, Office of Small Business and Disabled Veteran Enterprise Certification (OSDC)

SAMPLE AGREEMENT LANGUAGE FOR PRE-QUALIFIED CONSULTANT SERVICES

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (REV. 09/01)

CONTRACT NUMBER DPA #«Contract_» «Agency_»
--

AM. NO.

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

«Dept»

CONTRACTOR'S NAME

«Contractor_Name»

2. The term of this

Agreement is: _____ through _____

3. The maximum amount \$ _____
of this Agreement is _____

.The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

_____ pages

Exhibit B – Budget Detail and Payment Provisions

_____ pages

Exhibit C* - General Terms and Conditions

GTC 201

Check mark one item below as Exhibit D:

☒ Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement)

_____ pages

☐ Exhibit – D* Special Terms and Conditions

Exhibit E – Additional Provisions

_____ 0 pages

VIII. Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

«Contractor_Name»

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

«Signator»

ADDRESS

«Contractor_Add1», «Contractor_Add2»

STATE OF CALIFORNIA

AGENCY NAME

«Dept»

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

«Dept Signator», «Dept Signator Title»

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Personnel Administration

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chief, Office of Administration

ADDRESS

**California Department
of General Services
Use Only**

☒ Exempt per:
SAM Section 1215

EXHIBIT A
SCOPE OF WORK

«Contractor_Name» agrees to provide consulting services to the «State Agency_Name» as specified in Exhibit A, Scope of Work and Exhibit B, Budget Detail.

The project representatives during the term of this agreement will be:

State Agency: Department of Personnel Administration	Contractor: «Contract_»
Name: Teresita Madani	Name:
Address: 1515 "S" Street Sacramento, CA 95814	Address:
Phone Number: (916) 324-0478	Phone Number:
Fax: (916) 322-4755	Fax:

State Agency Project Coordinator:	State Agency: Contracts Coordinator:
Section/Unit:	Section/Unit:
Attention:	Attention: ,
Address:	Address:
Phone: (916)	Phone: (916)
Fax:	Fax: (916)

A. SCOPE OF WORK:

The scope of work must contain at a minimum the following:

- Project Description
- Project Outcomes
- Detailed Work Plan
- Provision of services to be provided

SAMPLE

DELIVERABLES	TIME FRAMES	HOURS X COST
<i>Description of service(s)</i>	<i>Months, dates, etc.</i>	<i>Number of hours x cost per hour</i>
Travel expenses (describe)		
Total		
10% Administrative Fee		
Contract Total Amount		

The State shall not be responsible for any additional cost incurred by the contractor.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the **Agreement Number** with the contractor's detailed analysis of the all costs. The invoice must specify the applicable hourly rate, cost of materials and any other information necessary for the calculation of payment. Reimbursement for travel and per diem expenses will only be made upon submission of appropriate travel claim and supporting receipts. Invoices shall be submitted monthly, in arrears to:

Department of
Attn:
Address:
Phone:

Administrative Charge

- A. The Client Agency will pay a non-refundable charge to STC that will be ten percent (10%) of the total amount of each project cost bid for each contract including amendments. This charge is due and payable upon final contract and/or amendment approval and upon Client Agency's receipt of invoice from DPA.

Budget Contingency Clause

- A. It is mutually agreed that if the Budget Acts of any year in which this contract is in effect do not authorize the expenditure of sufficient funds for the program, this agreement shall be invalid. In this event, the Client Agency shall have no liability to pay any funds to Contractor or to furnish any other consideration under this agreement, and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by all parties and approved by the Department of General Services, if required. A contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the contractor, either in whole or in part, without the consent of the State and client agency in the form of a formal written amendment.
4. AUDIT: The contractor agrees that the awarding department, the Department of General Services, the client agency, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: The contractor agrees to indemnify, defend and save harmless the State and the client agency, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this Agreement.
6. DISPUTES: The contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State or client agency may terminate this Agreement and be relieved of any payments should the contractor fail to perform the requirements of Agreement at the time and in the manner herein provided. In the event of such termination, the State or client agency may proceed with the work in any manner deemed proper by the State or client agency. All costs to the State or client agency shall be deducted from any sum due the contractor under this Agreement and the balance, if any, shall be paid to the contractor upon demand.
8. INDEPENDENT CONTRACTOR: The contractor, and the agents and employees of contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or client agency.
9. RECYCLING CERTIFICATION: The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. The contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, the contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC103 (attached) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to

overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** "For any agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b). The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. **UNION ORGANIZING:** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this Agreement, the Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a). Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meeting is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The contract becomes effective on the date the contract is approved by the Department of Personnel Administration and the Client Agency, or the Department of General Services, whichever date is later. The contract may be amended only by mutual written consent of all parties. The term of the contract may be extended up to one year, if necessary, for the completion of a project. The STC has no obligation concerning unused days or fund balances upon expiration of the contract.

B. Materials

Materials will be addressed in the work statement/specific scope of work and bids by the bidder.

C. Evaluation of Performance of Contractor

The contractor's performance shall be evaluated in accordance with Public Contract Code sections 10367, 10369, and 10370. The Client Agency shall evaluate the Contractor utilizing the Std. 4 process. A copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

D. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. Additional Consultants

The STC retains the right of approval over any person serving as a consultant under this agreement. Consultants cannot be substituted without the consent of Pre-Qualified Consultant Services and the Client Agency.

**BIDDER'S CHECKLIST FOR THE
REQUEST FOR QUALIFICATIONS
PRE-QUALIFIED CONSULTANT SERVICES
July 1, 2003 - June 30, 2006**

The following is a checklist. All attachments must be submitted typed or computer generated. Please use this list to ensure that the RFQ package is complete.

☐ Signature Authorization (Attachment A)

☐ Consulting Work Experience (Attachment B/C)
and/or

☐ Training Work Experience (Attachment B/T)
and

☐ Course Outline (Attachment B/T1)

and/or

☐ Facilitation Work Experience (Attachment B/F)
and/or

☐ Speaking Work Experience (Attachment B/S). This attachment used for this topic area only.

☐ Education and Training (Attachment C)

☐ RFQ Method of Approach (Attachment D)

☐ Cost Bid/RFQ Hourly Rate (Attachment E)

☐ Payee Data Record, Standard 204 (Attachment F)

☐ RFQ Topic List (Attachment G)

☐ Areas of Expertise/Preferences (Attachment H)

☐ CCC103 Contractor Certification Clause (Attachment I)

**The above items must be submitted or the bid may be considered non-responsive.
The following items are needed, if applicable:**

☐ If claimed, proof of receipt of Small Business Preference

NOTE: If you are using employees of your company or a subcontractor, be sure that the following attachments are included: Consulting Work Experience (Attachment B/C); and/or Training Work Experience (Attachment B/T) and Course Outline (Attachment B/T1); and/or Facilitation Work Experience (Attachment B/F); and/or Speaking Work Experience (Attachment B/S), and Education and Training (Attachment C), and Areas of Expertise/Preferences (Attachment H).

Signature Authorization

Bidder/Company Name: _____

Consultant's Name: _____

Company Address: _____

Telephone: _____ Fax: _____

E-mail address: _____

If you provide the Pre-Qualified Consultant Services your web-site address we will link to your site through the Department of Personnel Administration's (DPA) home page (Pre-Qualified Consultant Services' link is located on this home page).

Web-site address: _____

- A. *I hereby certify that I have the authority to offer this bid to the Department of Personnel Administration, Pre-Qualified Consultant Services for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement, should I be successful in a bid with a State agency.*

Signature

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate.

1. If successful, the Agreement language should refer to me as:

_____ An individual.

_____ A partnership. Partners' names:

_____ A company.

2. My tax identification number is: _____
(Attachment F must also be submitted)

3. _____ I am a certified small business and Small Business Preference is applicable to this bid.
A copy of my certification from the Office of Small Business and Disabled Veteran Business Enterprise Certification is attached.

_____ I have recently filed for Small Business Preference but have not yet received certification.

_____ I am not a certified Small Business.

4. _____ My business is owned by a disabled veteran.

Consultant's Name: _____

(Please list each additional consultant on a separate form)

Dates (From/To)	Hours	Consulting Duties (description)	Client, Address, Telephone
	<div data-bbox="355 1635 527 1673">Total Hours:</div> <div data-bbox="355 1686 527 1743"></div>		

Consultant: _____

(Please list each additional consultant on a separate form)

Dates (From/To)	Hours	Training Duties (description)	Client, Address, Telephone
	<div data-bbox="360 1707 511 1734">Total Hours:</div> <div data-bbox="360 1755 534 1801"></div>		

Course Outline

Bidder/Company Name: _____

(Duplicate for additional pages, as necessary)

Day/Time	Content/Topic	Process Method	AV/Materials

Consultant's Name: _____

(Please list each additional consultant on a separate form)

Dates (From/To)	Hours	Facilitating Duties (description)	Client, Address, Telephone
	Total Hours: <div style="border: 1px solid black; height: 20px;"></div>		

Bidder/Company Name: _____

Consultant's Name: _____

List only experience relevant to the position of "speaker."

(Please list each additional consultant on a separate form)

Dates (From/To)	Speaking Duties (description)	Client/Audience, Address, Telephone

Education & Training

Bidder/Company Name: _____

Consultant's Name: _____

(Please list each additional consultant on a separate form)

Major Course of Study/Training	Units, Degrees, Certificates, and Dates Completed	School/Provider name

RFQ Method of Approach
(One per Bidder/company)

Bidder/Company Name: _____

Choose one area from the RFQ Topic List (Section III – Topic List) to describe the presenting need, assessment, methodology, objective(s), action taken, observed outcome, and any other relevant information which demonstrates your knowledge, skill, and ability in providing such services.

USE ONLY ONE PAGE.

RFQ Hourly Rate

Bidder/Company Name: _____

Indicate your proposed hourly rate for consulting/training/facilitating/speaking. This cost should include all costs (exclusive of travel and per diem expenses) as described in Section III – RFQ Hourly Rate.

Maximum Per Hour Rate: _____

This will be the maximum hourly rate that the Contractor can charge to the State agency.

For Pre-Qualified Consultant Services Use Only

_____ (lowest bid) ÷ _____ (cost bid) = _____ Low bid ratio

_____ (low bid ratio) X 30 = _____ Points awarded to bidder

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-99)

Attachment F

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE <hr/> STREET ADDRESS <hr/> CITY, STATE, ZIP CODE <hr/> TELEPHONE NUMBER <hr/>	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)								
2	PAYEE'S BUSINESS NAME <hr/> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code) <hr/>									
3 PAYEE ENTITY TYPE	CHECK ONE (BOX ONE) <input type="checkbox"/> MEDICAL CORPORATION (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Nonprofit) <input type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR	NOTE: State and local governmental entities, including school districts are not required to submit this form.								
4 PAYEE'S TAXPAYER I.D. NUMBER	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse) FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) SOCIAL SECURITY NUMBER <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 150px; text-align: center;"> IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. </div> <div style="border-bottom: 1px solid black; width: 150px; text-align: center;"> IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. </div> </div>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.							
5 PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA		NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)							
6 CERTIFYING SIGNATURE	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p> <table border="1" style="width: 100%;"> <tr> <td colspan="2" style="height: 30px; vertical-align: bottom;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td colspan="2" style="height: 30px; vertical-align: bottom;">TITLE</td> </tr> <tr> <td style="width: 50%; height: 30px; vertical-align: bottom;">SIGNATURE</td> <td style="width: 25%; height: 30px; vertical-align: bottom;">DATE</td> <td colspan="2" style="width: 25%; height: 30px; vertical-align: bottom;">TELEPHONE NUMBER</td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE		SIGNATURE	DATE	TELEPHONE NUMBER	
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE								
SIGNATURE	DATE	TELEPHONE NUMBER								

RFQ TOPIC LIST

Bidder/Company Name: _____

Consultant Name: _____

Indicate each topic for which you wish to be considered. Descriptions of each topic can be found in Section III, Topic List.

- _____ 1. Customer Service
- _____ 2. Facilitators
- _____ 3. Leadership
- _____ 4. Process Improvement
- _____ 5. Strategic/Operational Planning
- _____ 6. Speaker
- _____ 7. Team Building
- _____ 8. Team Work

Areas of Expertise/Preferences

Bidder/Company Name: _____

Consultant Name: _____

Please put a "X" in the box(es) that apply to you. By filling out this document, you are helping the STC determine which company will best meet our customers' needs when we refer consultants to the State agency. Please list each additional consultant on a separate form.

Which languages do you fluently speak? _____

Check the certifications, preferences, or specialties that apply to you.

Certifications

- | | |
|---|---|
| <input type="checkbox"/> 360° Assessment | <input type="checkbox"/> Franklin/Covey |
| <input type="checkbox"/> Hermann Brain Dominance Instrument | <input type="checkbox"/> Seven Habits for Highly Effective People |
| <input type="checkbox"/> Change Management | <input type="checkbox"/> Other, please specify: _____ |
| <input type="checkbox"/> Myers Briggs Type Indicator | <input type="checkbox"/> Will Schutz |
| <input type="checkbox"/> Zenger-Miller | <input type="checkbox"/> ISO 9000 |
| <input type="checkbox"/> Activity Based Costing | <input type="checkbox"/> Other, please specify: _____ |

Specialties

- | | | |
|--|--|--|
| <input type="checkbox"/> Appreciative Perspective | <input type="checkbox"/> Children's Issues | <input type="checkbox"/> Conflict Resolution |
| <input type="checkbox"/> Designing a Training Course | <input type="checkbox"/> Executive Staff | <input type="checkbox"/> Focus Groups |
| <input type="checkbox"/> Government Experience | <input type="checkbox"/> Insurance | <input type="checkbox"/> Law Enforcement |
| <input type="checkbox"/> Legislatively-Mandated Implementation | | <input type="checkbox"/> Management Staff |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Organizational Needs Assessment | |
| <input type="checkbox"/> Performance-Based Budgeting | <input type="checkbox"/> Performance Consulting | <input type="checkbox"/> Performance Measurement |
| <input type="checkbox"/> Rank and File Staff | <input type="checkbox"/> Self Directed Work Teams | <input type="checkbox"/> Systems Thinking |
| <input type="checkbox"/> Training Needs Assessment | <input type="checkbox"/> Succession Planning | <input type="checkbox"/> Problem Solving |
| <input type="checkbox"/> Balanced Scorecard | <input type="checkbox"/> Activity Based Costing | |
| <input type="checkbox"/> Other, please specify: _____ | | |

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued

against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.